the running of the statute of limitations as to all *makers* and *sureties,* and that the statute commences to run again only from the day when the last payment was made. And *Garrett* v. *Reeves,* supra, expressly decided that the right against the defendant *indorser* was revived by a payment by the maker; that decision rested on the statute of 1827, (R. S., c. 13, § 10), construed to mean that an indorser was liable as a surety to the holder of the note. The court recognized the distinction between a surety and an indorser, as laid down in *Le Duc* v. *Butler,* 112 N. C. 461, 17 S. E. 428, but ruled that the distinction did not apply against a holder of the note, as to the statute of limitations. Now the court in the instant case refused to construe the statute of 1827 the same way, but decided upon the broad distinctions between a surety and an indorser, as stated in *Le Duc* v. *Butler,* supra. It is said that the rule previously laid down in the state ought not continue, because of the protection given in commercial law to the party of secondary liability.

COMMERCE — "INTERSTATE COMMERCE." — The plaintiff was injured while engaged in tearing down part of a railroad roundhouse, rendered useless by a fire. The active function of the roundhouse, as an instrumentality of interstate commerce had ceased to exist; the work of removal being necessary that a new building might be erected for railroad purposes, which would likely be used in connection with interstate commerce. *Held,* that the plaintiff was not engaged in "interstate commerce" at the time of his injury, and had no cause of action under the Federal Employers' Liability Act. *Thomas* v. *Boston & M. R. R.* (1914), 218 Fed. 143.

Under the Federal Employers' Liability Act a right of recovery exists only where the injury is suffered while the carrier is engaged in interstate commerce. *Pederson* v. *Del., Lack. & West. R. R.,* 229 U. S. 146. In that case it was held that a railroad employe carrying bolts to be used in repairing a bridge on an interstate railroad, and who is injured by an interstate train is entitled to sue under the Employers' Liability Act of 1908. There was a strong dissenting opinion, in which two Justices concurred, which held that the statute does not extend to the incidents of interstate commerce but is confined to transportation; that it does not include manufacturing, building or repairing, whether performed by a private person, or a railroad, for they are not commerce. In a later case, *Ill. Cent. R. R.* v. *Behrens,* 233 U. S. 473, it was held that an employe of an interstate railroad engaged in switching cars of intrastate freight, was not an employe engaged in "interstate commerce," and that upon completion of that task, he expected to engage in another which is a part of interstate commerce is immaterial under the Employers' Liability Act of 1908, and will not bring the action under the act.

CONSTITUTIONAL LAW—STATE AS DEFENDANT.—The State of Oklahoma created a depositors' guaranty fund (Laws 1911, ch. 31, amended by Laws 1913, ch. 22) which provided that by the levy of an assessment on state banks, the full repayment by the State Banking Board, of all deposits in case any bank failed, was guaranteed to all depositors. The Farmers' and Merchants'